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11 **ANGEL SANCHEZ**

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**02/25/2019 at 04:30:00 PM**

Clerk of the Superior Court  
By Treva Cutts, Deputy Clerk

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION**

14 CATHERINE DeBOER,

15 Plaintiff,

16 v.

17 CLAIM JUMPER ACQUISITION  
18 COMPANY, LLC; ANGEL SANCHEZ;  
19 and DOES 1 through 50,

20 Defendants.

CASE NO.: 37-2019-00001436-CU-OE-CTL

**DEFENDANT ANGEL SANCHEZ'S  
ANSWER TO COMPLAINT**

**[IMAGED FILE]**

Dept.: C-67  
Judge: Hon. Eddie C. Sturgeon  
Filed: January 9, 2019  
Trial: Not set

21 COMES NOW, Defendant Angel Sanchez ("Defendant"), and through his attorneys, Pettit  
22 Kohn Ingrassia Lutz & Dolin PC, answers Plaintiff Catherine DeBoer's ("Plaintiff") Complaint  
23 ("Complaint") by generally denying each and every allegation contained therein. Defendant does  
24 not waive his right to compel Plaintiff's claims to arbitration pursuant to the parties' binding  
25 arbitration agreement.

26 **GENERAL DENIAL**

27 Pursuant to the provisions of California Code of Civil Procedure section 431.30(d),  
28 Defendant denies, generally and specifically, each, every and all of the allegations of the  
Complaint as a whole, and further generally and specifically denies that Plaintiff has sustained  
any loss, injury, or damage as a proximate result of any act, breach, or omission on the part of  
Defendant.

1                                   **AFFIRMATIVE DEFENSES**

2                                   **FIRST AFFIRMATIVE DEFENSE**

3                                   **(Failure to State Cause of Action)**

4               As a separate affirmative defense, Defendant alleges that the Complaint, and each and  
5 every cause of action or purported cause of action contained therein, fails to state facts sufficient  
6 to constitute a cause of action against Defendant.

7                                   **SECOND AFFIRMATIVE DEFENSE**

8                                   **(Claims Subject to Arbitration)**

9               As a separate affirmative defense, Defendant alleges that all claims and causes of actions  
10 asserted by Plaintiff are subject to valid and enforceable arbitration agreement(s) executed by and  
11 between the parties to this litigation. Such agreement(s) mandate that Plaintiff's claims be  
12 compelled to binding arbitration. Defendant does not waive, and hereby preserves, all rights he  
13 has to enforce such agreement(s).

14                                  **THIRD AFFIRMATIVE DEFENSE**

15                                  **(Not an Employer)**

16               Plaintiff's third and fourth causes of action are not properly pled against Defendant.  
17 Defendant was not Plaintiff's employer, and cannot be held personally liable for these causes of  
18 action.

19                                  **FOURTH AFFIRMATIVE DEFENSE**

20                                  **(Failure to Mitigate Damages)**

21               As a separate affirmative defense, Defendant alleges that Plaintiff has failed to mitigate  
22 her damages, if any, in connection with the matters referred to in the Complaint, and that such  
23 failure to mitigate bars and/or diminishes Plaintiff's recovery, if any, against Defendant.

24                                  **FIFTH AFFIRMATIVE DEFENSE**

25                                  **(Punitive Damages)**

26               As a separate affirmative defense, Defendant alleges that each and every cause of action  
27 set forth in the Complaint fails to state facts sufficient to support an award of punitive damages.

28       ///

1 **SIXTH AFFIRMATIVE DEFENSE**

2 **(Complaint Brought Without Reasonable Care or Without Good Faith)**

3 As a separate affirmative defense, Defendant alleges that the Complaint was brought  
4 without reasonable care and without a good-faith belief that there was a justifiable controversy  
5 under the facts and the law which warranted the filing of the Complaint against Defendant, and  
6 that Plaintiff should therefore be responsible for all of Defendant's necessary and reasonable  
7 defense costs, including attorneys' fees, as more particularly set forth in California Code of Civil  
8 Procedure, section 1038.

9 **SEVENTH AFFIRMATIVE DEFENSE**

10 **(Failure to Exhaust Administrative Remedies)**

11 As a separate affirmative defense, regarding all of Plaintiff's causes of action, Defendant  
12 is informed and believes those causes of action are barred by Plaintiff's failure to exhaust her  
13 administrative remedies.

14 **EIGHTH AFFIRMATIVE DEFENSE**

15 **(Punitive Damages Unconstitutional)**

16 As a separate affirmative defense, regarding all of Plaintiff's causes of action, imposition  
17 of punitive damages would violate Defendant's due process and equal protection rights under the  
18 United States Constitution.

19 **NINTH AFFIRMATIVE DEFENSE**

20 **(Statute of Limitations)**

21 As a separate affirmative defense, all of Plaintiff's causes of action are barred by the  
22 applicable statutes of limitations, including, without limitation, California Code of Civil  
23 Procedure sections 338, and 343 and California Government Code sections 12960 et seq.

24 **TENTH AFFIRMATIVE DEFENSE**

25 **(Preexisting Mental, Psychological, Physical, or Emotional Condition)**

26 As a separate affirmative defense, to the extent Plaintiff suffered any symptoms of mental  
27 or emotional distress or physical injury, they were the result of a pre-existing psychological  
28 disorder or alternative concurrent cause, and not the result of any act or omission of Defendant.

1 **ELEVENTH AFFIRMATIVE DEFENSE**

2 **(Workers' Compensation Preemption)**

3 As a separate affirmative defense, Plaintiff's claims are barred in part or whole under  
4 Labor Code sections 3601 and 3602, as the exclusive remedy for part or all of Plaintiff's claims  
5 arises through the Workers' Compensation Act.

6 **TWELFTH AFFIRMATIVE DEFENSE**

7 **(Estoppel)**

8 As a separate affirmative defense, the Complaint, and each purported cause of action  
9 alleged therein, is barred to the extent Plaintiff is estopped by her own conduct to claim any right  
10 to damages or any relief against Defendant.

11 **THIRTEENTH AFFIRMATIVE DEFENSE**

12 **(Consent)**

13 As a separate affirmative defense and without admitting the truth of the allegations in the  
14 Complaint, the Complaint is barred, in whole or in part, because to the extent any alleged non-  
15 business-related conduct between Plaintiff and Defendant, it was initiated, ratified, or otherwise  
16 consented to by Plaintiff.

17 **FOURTEENTH AFFIRMATIVE DEFENSE**

18 **(Unclean Hands)**

19 As a separate affirmative defense, by virtue of Plaintiff's conduct, she has unclean hands  
20 and is thereby barred from any relief in this action.

21 **FIFTEENTH AFFIRMATIVE DEFENSE**

22 **(Waiver)**

23 As a separate affirmative defense, the Complaint, and each cause of action therein, is  
24 barred by the doctrine of waiver.

25 **SIXTEENTH AFFIRMATIVE DEFENSE**

26 **(Additional Defenses)**

27 As a separate affirmative defense, Defendant alleges that he may have additional defenses  
28 that cannot be articulated due to Plaintiff's failure to particularize her claims, due to the fact that

1 Defendant does not have copies of certain documents bearing on Plaintiff's alleged claims, and  
2 due to Plaintiff's failure to provide more specific information concerning the nature of the  
3 damage claims and claims for certain costs which Plaintiff alleges that Defendant may share some  
4 responsibility. Defendant therefore reserves the right to assert additional defenses upon further  
5 particularization of Plaintiff's claims, upon examination of the documents provided, upon  
6 discovery of further information concerning the alleged damage claims and claims for costs, and  
7 upon the development of other pertinent information.

8 **SEVENTEENTH AFFIRMATIVE DEFENSE**

9 **(Reserves Right to Amend Answer)**

10 As a separate affirmative defense, Defendant reserves the right to amend his answer  
11 herein, including the addition of affirmative defenses after pleading and discovery in preparation  
12 for trial.

13 **PRAYER**

14 WHEREFORE, Defendant prays for judgment against Plaintiff as follows:

- 15 1. That Plaintiff takes nothing by way of her action;  
16 2. That Defendant be awarded costs of suit incurred herein; and  
17 3. For such other and further relief as the court deems just and proper.

18  
19 **PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**

20  
21 Dated: February 25, 2019

By: 

Thomas S. Ingrassia, Esq.  
Cameron J. Davila, Esq.  
Attorneys for Defendant  
**ANGEL SANCHEZ**

**PROOF OF SERVICE**  
***Catherine DeBoer v. Claim Jumper Acquisition Company, LLC, et al.***  
**San Diego Superior Court Case No. 37-2019-00001436-CU-OE-CTL**

I, the undersigned, declare that:

I am and was at the time of service of the papers herein, over the age of eighteen (18) years and am not a party to the action. I am employed in the County of San Diego, California, and my business address is 11622 El Camino Real, Suite 300, San Diego, California, 92130.

On **February 25, 2019**, I caused to be served the following documents:

• **DEFENDANT ANGEL SANCHEZ'S ANSWER TO COMPLAINT**

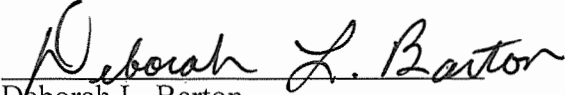
- ☐ **BY FACSIMILE TRANSMISSION (Code Civ. Proc. §§ 1013(e)-(f)):** From fax number (858) 755-8504 / (310) 649-5777 to the fax numbers listed below. The facsimile machine I used complied with Cal. Rules of Court, rule 2.306 and no error was reported by the machine. I caused the machine to print a transmission record, a copy of which will be maintained with the document(s) in our office.
- ☒ **BY MAIL:** By placing a copy thereof for delivery in a separate envelope addressed to each addressee, respectively, as follows:
- ☒ **BY FIRST-CLASS MAIL (Code Civ. Proc. §§ 1013(a)-(b))**
- ☐ **BY OVERNIGHT DELIVERY (Code Civ. Proc. §§ 1013(c)-(d))**
- ☐ **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED (Code Civ. Proc. §§ 1013(a)-(b))**
- ☐ **BY ELECTRONIC DELIVERY (Code Civ. Proc. § 1010.6 and Cal. Rules of Court, rule 2.251):** Based on an agreement between the parties to accept service by e-mail or electronic transmission, I caused such document(s) to be electronically served to those parties listed below from e-mail address \*@pettitkohn.com. The file transmission was reported as complete and a copy of the Service Receipt will be maintained with the original document(s) in our office.

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**Attorneys for Plaintiff**  
**CATHERINE DeBOER**

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the United States Postal Service on that same day with postage thereon fully prepaid at San Diego, California, in the ordinary course of business. I am aware that service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **February 25, 2019**, at San Diego, California.

  
Deborah L. Barton